

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 QUALITY CONTROL AND QUALITY ASSURANCE

Evaluation Techniques for Quality Assurance of Contractor Performance and Contractor Quality Control are addressed in Section J, Attachments 2 and 4 respectively.

GOVERNMENT QUALITY ASSURANCE

1. The BOP's Quality Assurance Program (QAP) is based on the premise that the contractor, and not the BOP, is responsible for management and quality control actions to meet the terms of the contract. The QAP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the contractor to operate within acceptable quality levels.

In accordance with FAR 52.246-4, Inspection of Services--Fixed-Price, each phase of the services rendered under this contract is subject to BOP inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer addressing corrective/preventive actions taken. The BOP's QAP is not a substitute for quality control by the contractor.

2. The Contracting Officer's Representative (COR) and/or the Contracting Officer's Technical Representatives (COTR) may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action against the contractor for unsatisfactory performance. (See Section G for additional information on the COR and COTRs.)
3. The BOP may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconformance observed as specified below in the Contractor's Failure to Provide Services Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

E.3 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

E.4 INSPECTION BY REGULATORY AGENCIES

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies.

E.5 PERFORMANCE EVALUATION MEETINGS

The contractor's representatives shall meet with the COR, COTRs and the Contracting Officer on a regular basis as determined necessary by the Contracting Officer. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The written meeting minutes shall be signed by the contractor's representative and the BOP's representative.

E.6 INSPECTION AND RECEIVING REPORT

- (a) The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The ORIGINAL INVOICE shall be furnished to the COR. An additional copy of the invoice, clearly marked as an INFORMATION COPY, shall be submitted to the Contracting Officer to increase efficiency in the certification process.

- (b) Upon receipt of a proper invoice, the COR will coordinate with the COTRs to VERIFY that the services were satisfactorily performed. (Reductions for nonconforming services will be coordinated with the Contracting Officer.)
- (c) The COR then must CERTIFY the invoice for payment BEFORE it is forwarded to the Finance Office for PAYMENT.